



REQUEST FOR PROPOSAL

For Environmental Assessment for Phase 1 of Exploration Park

Issue Date: August 1, 2008

Due Date: August 8, 2008

Published: August 1, 2008

Introduction: Space Florida is dedicated to providing economic development for the state through space-related business, transportation and educational activities. Space Florida's goal is to enable the State of Florida to maintain its position as the world's premier location for space enterprise.

Purpose: Space Florida is soliciting written proposals for a contract to perform and publish an Environmental Assessment (EA) to a parcel of land of approximately 60 acres, known as Phase 1, defined in Reference Document 1 as Figure 2-7. The parcel is located west of the Space Life Sciences Lab and east of Space Commerce Way. The Concept Plan for development of Phase 1 is detailed in Reference Document 2. The land is owned by NASA KSC, and would be developed by Space Florida in partnership with a developer. The use of this land will be granted to Space Florida by NASA through an Enhanced Use Lease (EUL). This EA is required prior to the granting of the EUL, and is necessary to support NASA compliance with the National Environmental Policy Act (NEPA), 40 CFR 1500-1508 and any other Federal or State environmental laws and regulations.

Background: An Environmental Impact Statement was produced by the Florida Space Authority for the International Space Research Park (ISRP) in July 2004. In January 2006, NASA assessed 60-acres (delineated as "Phase F") located adjacent to the ISRP for potential development. Referencing NASA Document KSC-TA-7926 ISRP Phase F Site Study dated January 4, 2006, it was determined by NASA Environmental (Headquarters) that a revision to the July 2004 ISRP Environmental Impact Statement (EIS) was not necessary for the increased Phase F boundary. Rather, an Environmental Assessment (EA) would be sufficient to assess all environmental impact concerns for the Phase F project. Therefore, Space Florida must complete an Environmental Assessment for Phase F, now referred to as Phase 1, in accordance with the completion of the EUL with NASA.

Reference Documents:

1. Figure 2-7, NASA Document KSC-TA-7926 ISRP Phase F Site Study, January 4, 2006
2. Concept Plan for development, June 2008

Services Required: Space Florida is seeking to contract with a vendor to perform the following:

- Deliver a complete Environmental Assessment document to comply with NEPA's requirements for Phase 1, which will include, but not limited to, addressing the following factors:
 - Facilities
 - Infrastructure
 - Air quality
 - Biological resources
 - Threatened and Endangered Species
 - Cultural Resources
 - Geology and Soils
 - Noise
 - Surface water quality
 - Groundwater quality
 - Socioeconomics
 - Traffic studies
 - Land use
- Assessment on the above parameters for two other alternative development plans as well as a "No Action" alternative, as required by NEPA. These alternative development plans can be assumed to be within the confines of the Phase 1 boundaries, as defined in Reference Document 1, Figure 2-7.

Type of Contract: This solicitation will result in a fixed price contract.

Period of Performance: Space Florida wishes to submit the EA for public review by October 10, 2008.

Compensation: This contract will be awarded on the basis of the Vendor's proposed approach, technical qualifications, specific experience, and cost structure.

RFP Coordinator/Communications: Upon release of this RFP, all Vendor communications concerning this solicitation should be directed in writing to the RFP coordinator listed below.

Name: Allison Odyssey
Address: MS: SPFL
Bldg. M6-206; Room 9030
Kennedy Space Center, FL 32899
Telephone: 321-730-5301
E-mail: aodyyssey@spaceflorida.gov

Preliminary Schedule: These dates are estimates only and are subject to change by Space Florida without recourse.

Event	Date
Announcement of RFP	August 1, 2008
Proposals Due	August 8, 2008
Notification of Selection	August 13, 2008
Summary of Proposal Tabulation Available	August 14, 2008

Submittal Instructions: Interested Vendors should submit five copies of their proposal. Proposals are limited to twenty (20), 8 ½ x 11 inch type written pages in 12 point font to include figures or diagrams and should respond to the following items:

- a. Contact information for the organization to include contact name, email address, phone number, and mailing address.
- b. A brief description of the Vendor's organization and a detailed description of the organization's technical qualifications.
- c. Resumes of the proposed project leader and other key members of the project team.
- d. Detailed description of the Vendor's role in similar projects, particularly nearby the proposed site if applicable.
- e. Names, telephone numbers, and references from previous clients within the last 5 years.
- f. Documentation of the vendor's wherewithal
- g. A statement of the project cost structure including rates for:
 - Proposed management personnel
 - Proposed support personnel
 - Proposed overhead and G&A rates
- h. A proposed strategy to complete the project
- i. The timeline required to complete the project.

Proposal Response Date and Location: All proposals and accompanying documentation will become the property of Space Florida and will not be returned. Proposals received later than the submittal due date will not be considered and will not be returned. Vendors accept all risks of late delivery of mailed proposals regardless of fault. **Faxed and e-mailed proposals will not be accepted.**

Proposals are required to be clearly marked "Proposal for Environmental Assessment for Phase 1 of Exploration Park" in a sealed envelope with the due date and time clearly marked on the envelope and submitted to:

Space Florida
Attn: Allison Odyssey
MS: SPFL, Bldg. M6-306, Room-9030
Kennedy Space Center, FL 32899

Proposals must be received by 5:00 pm, Eastern Standard Time, August 8, 2008.

Rating Proposals and Award: Proposals will be rated by a committee of at least three (3) Space Florida employees who will tabulate its findings for award decision. Award and denial notices will be issued to Vendors via email.

Space Florida retains the right to make an award it determines to be in its best interests or to reject any and all proposals. Further, Space Florida, in making its award decision, retains the authority to waive what it considers to be minor irregularities in the proposal or to seek clarification on certain issues from any or all Vendors submitting proposals. Failure to provide requested information may result in the rejection of the proposal.

Space Florida reserves the right to contact client references listed by the Vendor in its proposal.

All proposals accepted by Space Florida are subject to Space Florida's terms and conditions and any and all additional terms and conditions submitted by any Vendor are rejected and shall have no force and effect. The Summary of Proposal Tabulation with recommended award will be available for review by interested parties at the location where proposals were submitted and will remain available for a period of three (3) business days after the intended decision has been announced.

Disputes: Any person/firm potentially adversely affected by the intended decision made by Space Florida to award a contract or to reject all proposals must submit such dispute in writing, signed by the official who signed the original proposal and must state the specificity of the nature of the dispute. Questions to the RFP Coordinator shall not constitute such dispute in writing. The President or Chief Financial Officer of Space Florida will determine if the written dispute meets the criterion of specificity. Their determination will be final.

Such disputes must be received by the RFP Coordinator identified in the original RFP instructions within three (3) business days of the posting of the Summary of Proposal Tabulation. Any dispute not received within this specified period will be rejected without further consideration.

Within five (5) business days after the receipt of any such valid dispute, the President or Chief Financial Officer of Space Florida will issue their final decision regarding the dispute and will so notify the party filing the dispute.

Compliance with Laws: The Awardee shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Awardee shall comply with section the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

Convicted Vendors: A person or affiliate placed on the convicted vendor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted vendor list.

Discriminatory Vendors: An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not submit a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.

Vendor's Representation and Authorization: In submitting a proposal, each Vendor understands, represents, and acknowledges the following (if the Vendor cannot so certify to any of following, the Vendor shall submit with its proposal a written explanation of why it cannot do so).

- The Vendor is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the proposal, the Vendor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the proposal, the Vendor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- The prices and amounts in the proposal have been arrived at independently and without consultation, communication, or agreement with any other Vendor or potential Vendor; neither the prices nor amounts, actual or approximate, have been disclosed to any Vendor or potential Vendor, and they will not be disclosed before the opening of the proposals.
- The Vendor has fully informed Space Florida in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the Vendor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within the preceding three (3) years of this certification had one (1) or more federal, state, or local government contracts terminated for cause or default.

- If an award is made to the Vendor, the Vendor agrees that it intends to be legally bound to the Contract that is formed with Space Florida.
- The Vendor shall indemnify, defend, and hold harmless Space Florida and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Vendor's preparation of its proposal.
- All information provided by, and representations made by, the Vendor are material and important and will be relied upon by Space Florida in awarding the Contract.

Trade Secrets and Proprietary Confidential Business Information: Trade secrets and proprietary confidential business information are not solicited, nor desired, as information to be submitted with proposals from Vendors. The provisions of Section 288.075, Florida Statutes, will govern whether information in a proposal is determined to be confidential and exempt from Section 119.07 (1) and Section 24 (1) Article I of the State Constitution. If information is submitted in the proposal, which the Vendor deems to be a trade secret or proprietary confidential business information under the provisions of Section 288.075, Florida Statutes, the information shall be submitted with the proposal in a separate, clearly marked envelope referencing Section 288.075, Florida Statutes, or other specific statutory citation for such exemption.

Vendor's Cost to Develop Proposal: Costs for developing proposals responsive to this RFP are entirely the obligations of the Vendor and shall not be chargeable in any manner to Space Florida.